

February 7, 2000

Heat and Control, Inc.
21121 Cabot Blvd.
Hayward, CA 94545-1132

Dear Sir or Madam:

This letter is to inform you of the recent issuance of our U.S. Patent No. 5, 952,027, entitled "Improved Method for Browning Precooked, Whole Muscle Meat Products". A copy of the patent is enclosed.

The patent is directed to a highly effective and efficient process for browning whole muscle meat products, such as turkey and chicken breasts. At least a portion of the surface of meat product is coated with a liquid pyrolysis product. The coated surface is then exposed to an energy source that selectively heats the coated surface at a temperature and for a time sufficient to develop a golden-brown color on the exposed surface, without substantially shrinking the meat product.

Others in the industry may approach your company regarding this patent, and we would appreciate it if you would inform them that we intend to aggressively protect all of our rights under this patent.

Sincerely,

Christopher P. Salm, Ph.D.
Vice President - R&D

cs/pkp

Enclosure

CONFIDENTIAL -
Restricted Access

CRPF05154

cc: cysalm@heat and control



PTO-002181

February 7, 2000

Mr. Charles R. Parker
Scan America
9505 N. Congress Avenue
Kansas City, MO 64153

Dear Mr. Parker:

This letter is to inform you of the recent issuance of our U.S. Patent No. 5,952,027, entitled "Improved Method for Browning Precooked, Whole Muscle Meat Products". A copy of the patent is enclosed.

The patent is directed to a highly effective and efficient process for browning whole muscle meat products, such as turkey and chicken breasts. At least a portion of the surface of meat product is coated with a liquid pyrolysis product. The coated surface is then exposed to an energy source that selectively heats the coated surface at a temperature and for a time sufficient to develop a golden-brown color on the exposed surface, without substantially shrinking the meat product.

Others in the industry may approach your company regarding this patent, and we would appreciate it if you would inform them that we intend to aggressively protect all of our rights under this patent.

Sincerely,

Christopher P. Salm, Ph.D.
Vice President - R&D

cs/pkp

Enclosure

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CRPF05146

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PTO-002182



3131 Woodcreek Drive
Downers Grove, IL 60515
(630) 512-1000

Refrigerated Prepared Foods

March 21, 2000

Mr. John H. Bryan, Chairman & CEO
Sara Lee Corporation
3 First National Plaza
Chicago, IL 60602

Dear Mr. Bryan:

This letter is to inform you of the recent issuance of our U.S. Patent No. 5,952,027, entitled "Improved Method for Browning Precooked, Whole Muscle Meat Products". A copy of the patent is enclosed.

The patent is directed to a highly effective and efficient process for browning whole muscle meat products, such as turkey and chicken breasts. At least a portion of the surface of meat product is coated with a liquid pyrolysis product. The coated surface is then exposed to an energy source that selectively heats the coated surface at a temperature and for a time sufficient to develop a golden-brown color on the exposed surface, without substantially shrinking the meat product.

We intend to aggressively protect all of our rights under this patent. If your company has an interest in discussing the application of this patented process, please contact me to discuss it.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Salm".

Christopher P. Salm, Ph.D.
Vice President - R&D

cs/pkp

Enclosure

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Restricted Access

CRPF05141

l secy salm:sara lee

PTO-002183



3131 Woodcreek Drive
Downers Grove, IL 60515
(630) 512-1000

Refrigerated Prepared Foods

March 21, 2000

Mr. Bob Turley, President
Carolina Turkey Co.
P.O. Box 589
Mount Olive, NC 28365

Dear Mr. Turley:

This letter is to inform you of the recent issuance of our U.S. Patent No. 5,952,027, entitled "Improved Method for Browning Precooked, Whole Muscle Meat Products". A copy of the patent is enclosed.

The patent is directed to a highly effective and efficient process for browning whole muscle meat products, such as turkey and chicken breasts. At least a portion of the surface of meat product is coated with a liquid pyrolysis product. The coated surface is then exposed to an energy source that selectively heats the coated surface at a temperature and for a time sufficient to develop a golden-brown color on the exposed surface, without substantially shrinking the meat product.

We intend to aggressively protect all of our rights under this patent. If your company has an interest in discussing the application of this patented process, please contact me to discuss it.

Sincerely,

A handwritten signature in black ink, appearing to read "C. P. Salm".

Christopher P. Salm, Ph.D.
Vice President - R&D

cs:pkp

Enclosure

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CRPF05147

1:ccy:salm.willow

PTO-002184



3131 Woodcreek Drive
Downers Grove, IL 60515
(630) 512-1000

Refrigerated Prepared Foods

March 21, 2000

Mr. Tom Foster, CEO
Foster Farms, Inc.
P.O. Box 457
Livingston, CA 95334

Dear Mr. Foster:

This letter is to inform you of the recent issuance of our U.S. Patent No. 5,952,027, entitled "Improved Method for Browning Precooked, Whole Muscle Meat Products". A copy of the patent is enclosed.

The patent is directed to a highly effective and efficient process for browning whole muscle meat products, such as turkey and chicken breasts. At least a portion of the surface of meat product is coated with a liquid pyrolysis product. The coated surface is then exposed to an energy source that selectively heats the coated surface at a temperature and for a time sufficient to develop a golden-brown color on the exposed surface, without substantially shrinking the meat product.

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Sincerely,

A handwritten signature in black ink, appearing to read "Chris Salm".

Christopher P. Salm, Ph.D.
Vice President - R&D

cs/pkp

Enclosure

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CRPF05150

1 secy.salm@foster-farms

PTO-002185



3131 Woodcreek Drive
Downers Grove, IL 60515
(630) 512-1000

R efrigerated Prepared Foods

March 21, 2000

Mr. E.M. Johnson, President
House of Raeford Farms, Inc.
520 E. Central Ave.
Raeford, NC 28376-3020

Dear Mr. Johnson:

This letter is to inform you of the recent issuance of our U.S. Patent No. 5,952,027, entitled "Improved Method for Browning Precooked, Whole Muscle Meat Products". A copy of the patent is enclosed.

The patent is directed to a highly effective and efficient process for browning whole muscle meat products, such as turkey and chicken breasts. At least a portion of the surface of meat product is coated with a liquid pyrolysis product. The coated surface is then exposed to an energy source that selectively heats the coated surface at a temperature and for a time sufficient to develop a golden-brown color on the exposed surface, without substantially shrinking the meat product.

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Sincerely,

A handwritten signature in black ink, appearing to read "Chris Salm".

Christopher P. Salm, Ph.D.
Vice President - R&D

cs/pkp

Enclosure

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CRPF05152

cc: csalm.house of raeford

PTO-002186



3131 Woodcreek Drive
Downers Grove, IL 60515
(630) 512-1000

Refrig rated Prepared Foods

March 21, 2000

Mr. James N. Rieth, President & CEO
Jenni-O Foods, Inc.
2505 Willmar Ave. SW
Willmar, MN 56201-2711

Dear Mr. Rieth:

This letter is to inform you of the recent issuance of our U.S. Patent No. 5,952,027, entitled "Improved Method for Browning Precooked, Whole Muscle Meat Products". A copy of the patent is enclosed.

The patent is directed to a highly effective and efficient process for browning whole muscle meat products, such as turkey and chicken breasts. At least a portion of the surface of meat product is coated with a liquid pyrolysis product. The coated surface is then exposed to an energy source that selectively heats the coated surface at a temperature and for a time sufficient to develop a golden-brown color on the exposed surface, without substantially shrinking the meat product.

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Sincerely,

A handwritten signature in black ink, appearing to read "Chris Salm".

Christopher P. Salm, Ph.D.
Vice President - R&D

cs/pkp

Enclosure

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Restricted Access**

CRPF05155

cc:csalmjenn:

PTO-002187



3131 Woodcreek Drive
Downers Grove, IL 60515
(630) 512-1000

Refrigerated Prepared Foods

March 21, 2000

Mr. Dan Mittel, President
Sunday House Foods, Inc.
2523 Heather Path
San Antonio, TX 78232

Dear Mr. Mittel:

This letter is to inform you of the recent issuance of our U.S. Patent No. 5,952,027, entitled "Improved Method for Browning Precooked, Whole Muscle Meat Products". A copy of the patent is enclosed.

The patent is directed to a highly effective and efficient process for browning whole muscle meat products, such as turkey and chicken breasts. At least a portion of the surface of meat product is coated with a liquid pyrolysis product. The coated surface is then exposed to an energy source that selectively heats the coated surface at a temperature and for a time sufficient to develop a golden-brown color on the exposed surface, without substantially shrinking the meat product.

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Sincerely,

Christopher P. Salm, Ph.D.
Vice President - R&D

cs/pkp

Enclosure

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CRPF05157

l:\secy\salm\Sunday house foods

PTO-002188



2001 Butterfield Road
Downers Grove, IL 60515-1049
(630) 512-1157
(630) 512-1121 Fax

Refrigerated Prepared Foods

Dennis C. Gott
Vice President
General Counsel & Secretary

July 8, 2000

Sunday House Foods Inc.
Dan Mittel, President
2523 Heather Path
San Antonio, TX 78232

Re: Patent License

Dear Mr. Mittel:

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods, a subsidiary of ConAgra, Inc., has been awarded United States patent No. 5,952,027, entitled "Method for Browning Precooked, Whole Muscle Meat Products". Corresponding patents are being sought in other countries.

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods is making the '027 patent and corresponding patents that may issue available for license at a royalty rate of 10¢ per pound, adjusted for inflation, to all responsible parties who have not infringed these patents. A copy of the license that is being offered is attached. Anyone wishing to arrange a license should contact Chris Salm, Vice President, Research & Development, at 3131 Woodcreek Drive, Downers Grove, IL, 60515, 630-512-1339.

Sincerely,

Dennis C. Gott

DCG:lsf

Attachment

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Restricted Access**

CRPF05158

PTO-002189



2001 Butterfield Road
Downers Grove, IL 60515-1049
(630) 512-1157
(630) 512-1121 Fax

Refrigerated Prepared Foods

Dennis C. Gott
Vice President
General Counsel & Secretary

July 8, 2000

Jenni-O Foods, Inc.
James N. Rieth, President/CEO
2505 Willmar Avenue SW
Willmar, MN 56201-2711

Re: Patent License

Dear Mr. Rieth:

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods, a subsidiary of ConAgra, Inc., has been awarded United States patent No. 5,952,027, entitled "Method for Browning Precooked, Whole Muscle Meat Products". Corresponding patents are being sought in other countries.

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Sincerely,

Dennis C. Gott

DCG:lsf

Attachment

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CRPF05156

PTO-002190



2001 Butterfield Road
Downers Grove, IL 60515-1049
(630) 512-1157
(630) 512-1121 Fax

Refrigerated Prepared Foods

Dennis C. Gott
Vice President
General Counsel & Secretary

July 8, 2000

House of Raeford Farms, Inc.
E. M. Johnson, President
520 E. Central Avenue
Raeford, NC 28376-3020

Re: Patent License

Dear Mr. Johnson:

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods, a subsidiary of ConAgra, Inc., has been awarded United States patent No. 5,952,027, entitled "Method for Browning Precooked, Whole Muscle Meat Products". Corresponding patents are being sought in other countries.

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Sincerely,

Dennis C. Gott

DCG:lsf

Attachment

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CRPF05153

PTO-002191



2001 Butterfield Road
Downers Grove, IL 60515-1049
(630) 512-1157
(630) 512-1121 Fax

Refrigerated Prepared Foods

Dennis C. Gott
Vice President
General Counsel & Secretary

July 8, 2000

Foster Farms, Inc.
Tom Foster, CEO
PO Box 457
Livingston, CA 95334

Re: Patent License

Dear Mr. Foster:

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods, a subsidiary of ConAgra, Inc., has been awarded United States patent No. 5,952,027, entitled "Method for Browning Precooked, Whole Muscle Meat Products". Corresponding patents are being sought in other countries.

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Sincerely,

Dennis C. Gott

DCG:lsf

Attachment

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CRPF05151

PTO-002192



2001 Butterfield Road
Downers Grove, IL 60515-1049
(630) 512-1157
(630) 512-1121 Fax

Refrigerated Prepared Foods

Dennis C. Gott
Vice President
General Counsel & Secretary

July 8, 2000

Carolina Turkey Co.
Bob Turley, President
P. O. Box 589
Mount Olive, NC 28365

Re: Patent License

Dear Mr. Turley:

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods, a subsidiary of ConAgra, Inc., has been awarded United States patent No. 5,952,027, entitled "Method for Browning Precooked, Whole Muscle Meat Products". Corresponding patents are being sought in other countries.

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods is making the '027 patent and corresponding patents that may issue available for license at a royalty rate of 10¢ per pound, adjusted for inflation, to all responsible parties who have not infringed these patents. A copy of the license that is being offered is attached. Anyone wishing to arrange a license should contact Chris Salm, Vice President, Research & Development, at 3131 Woodcreek Drive, Downers Grove, IL, 60515, 630-512-1339.

Sincerely,

Dennis C. Gott

DCG:lsf

Attachment

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CRPF05148

PTO-002193



2001 Butterfield Road
Downers Grove, IL 60515-1049
(630) 512-1157
(630) 512-1121 Fax

Refrigerated Prepared Foods

Dennis C. Gott
Vice President
General Counsel & Secretary

July 8, 2000

Sara Lee Corporation
George Chivari, President
3 First National Plaza
Chicago, IL 60602

Re: Patent License

Dear Mr. Chivari:

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods, a subsidiary of ConAgra, Inc., has been awarded United States patent No. 5,952,027, entitled "Method for Browning Precooked, Whole Muscle Meat Products". Corresponding patents are being sought in other countries.

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods is making the '027 patent and corresponding patents that may issue available for license at a royalty rate of 10¢ per pound, adjusted for inflation, to all responsible parties who have not infringed these patents. A copy of the license that is being offered is attached. Anyone wishing to arrange a license should contact Chris Salm, Vice President, Research & Development, at 3131 Woodcreek Drive, Downers Grove, IL, 60515, 630-512-1339.

Sincerely,

Dennis C. Gott

DCG:lsf

Attachment

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CRPF05145

PTO-002194



2001 Butterfield Road
Downers Grove, IL 60515-1049
(630) 512-1157
(630) 512-1121 Fax

Refrigerated Prepared Foods

Dennis C. Gott
Vice President
General Counsel & Secretary

July 8, 2000

Willow Brook Foods
Michael Briggs, CEO
405 N. Jefferson Avenue
Springfield, MO 65806

Re: Patent License

Dear Mr. Briggs:

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods, a subsidiary of ConAgra, Inc., has been awarded United States patent No. 5,952,027, entitled "Method for Browning Precooked, Whole Muscle Meat Products". Corresponding patents are being sought in other countries.

Swift-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods is making the '027 patent and corresponding patents that may issue available for license at a royalty rate of 10¢ per pound, adjusted for inflation, to all responsible parties who have not infringed these patents. A copy of the license that is being offered is attached. Anyone wishing to arrange a license should contact Chris Salm, Vice President, Research & Development, at 3131 Woodcreek Drive, Downers Grove, IL, 60515, 630-512-1339.

Sincerely,

Dennis C. Gott

DCG:lsf

Attachment

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CRPF05140

PTO-002195

APPENDIX A

ROYALTY REPORT

This quarterly royalty report, pertaining to the quarter ending on _____,
Kraft-Eckrich, Inc. d/b/a ConAgra Refrigerated Prepared Foods ("CRPF") to comply
with the requirements of LICENSEE under an Agreement with CRPF pertaining to U.S. patent No.
4,811,027 patent") and related patents in the United States and other countries.

Set forth below is a list of all facilities anywhere in the world at which a process
claimed in the '027 patent, or any foreign patent licensed under the Agreement, has
been used during the quarter in question, and a statement of the amount of product made at
each facility using such a process:

Location of facility: _____

Pounds of product made _____

This facility is () is not () located in a country in
which a patent licensed by CRPF has been issued.

Location of facility: _____

Pounds of product made _____

This facility is () is not () located in a country in
which a patent licensed by CRPF has been issued.

Location of facility: _____

Pounds of product made _____

This facility is () is not () located in a country in
which a patent licensed by CRPF has been issued.

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CRPF05135

LICENSE AGREEMENT

THIS AGREEMENT, effective _____, is between Swift-Eckrich, Inc., doing business as ConAgra Refrigerated Prepared Foods ("CRPF"), having a place of business at 2001 Butterfield Road, Downers Grove, Illinois 60515, and _____, having a place of business at _____ (hereinafter referred to as "LICENSEE").

WHEREAS, CRPF is the assignee and owner of all right, title and interest in United States patent No. 5,952,027 entitled "Method for Browning Precooked, Whole Muscle Meat Products" (the "'027 patent") and based on United States patent application, Serial No. 09/075,608.

WHEREAS, CRPF is also the assignee of a pending International Patent Application, Serial No. PCT/US99/09651, which is based on United States patent application Serial No. 09/075,608 and corresponds to the '027 patent.

WHEREAS, LICENSEE desires a license under the '027 patent and any counterparts thereof in foreign countries upon the terms and conditions set forth in this Agreement.

IT IS, THEREFORE, AGREED by and between the parties hereto as follows:

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CRPF05127

ARTICLE I

DEFINITIONS

1. As used herein, "LICENSED TERRITORY" means The United States of America, its territories and possessions and any and all foreign countries in which CRPF obtains patent rights based on United States patent application Serial No. 09/075,608 or pending patent application, Serial No. 09/075,608.

2. As used herein "LICENSED PATENTS" shall mean the '027 patent and any reissues thereof and any other patents that may be issued in foreign countries claiming priority under United States patent application Serial No. 09/075,608 or based on pending patent application Serial No. PCT/US99/09651.

ARTICLE II

GRANT OF LICENSE

CRPF hereby grants to LICENSEE, upon the terms and conditions herein set forth below, a non-exclusive right and license under the LICENSED PATENTS.

ARTICLE III

CONSIDERATION

1. LICENSEE agrees to pay CRPF a one-time licensing fee (on signing) of \$25,000 plus a royalty as set forth in Article III, Paragraph 2 hereof.

2. LICENSEE shall pay royalties at an initial royalty rate, which becomes applicable on the signing of this Agreement, of \$0.10 for each pound of saleable product made by the use of a process that, were it not for this Agreement, would infringe any of the LICENSED PATENTS

by reason of the process having been carried out in a country in which a LICENSED PATENT has been issued. Additional royalties shall be paid at the same rate on any such products that have been made in countries in which no LICENSED PATENT has issued, but are sold in countries in which a LICENSED PATENT has issued.

3. Beginning on July 1, 2001, and annually thereafter on July 1 of each year that this Agreement is in force and effect, the initial royalty rate set forth in Article III, Paragraph 2 hereof shall be adjusted to compensate for inflation as measured by the Consumer Price Index ("CPI") of the United States Department of Commerce. Thus, beginning on July 1, 2001, the initial royalty shall be increased by the annual percentage increase of the then-current CPI over that which existed on July 1, 2000. Thereafter, on July 1, 2001 and each year thereafter that this Agreement is in force and effect, the royalty rate per pound shall be further increased by the percentage increase of the then-current CPI over the royalty rate per pound which existed twelve (12) months earlier. In the event that this Agreement is signed after July 1, 2000, the royalty rate to be paid by LICENSEE shall be calculated as if this Agreement had nevertheless been signed on July 1, 2000.

4. Payments of royalties shall be made quarterly within twenty (20) days following the close of each calendar quarter based on production by LICENSEE during such quarterly period.

5. All payments made by LICENSEE hereunder shall be in U.S. Dollars and shall be made to CRPF.

6. Accompanying each quarterly payment, LICENSEE shall furnish CRPF with a written Royalty Report, in a form substantially like that of Appendix A hereto, relative to the quarterly period for which payment is made, setting forth:

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- (a) An identification of all facilities in which a process falling within the claims of any of the LICENSED PATENTS has been carried out during the quarter to which the report pertains (regardless of whether a LICENSED PATENT has been issued in the country in which such facility is located) and the number of pounds of product produced at that facility using such a process;
- (b) For each facility located in a country in which a LICENSED PATENT has issued, a calculation of the royalty due for production at that facility; and
- (c) A quantification of all sales in countries in which a LICENSED PATENT has issued of products made by a process falling within the claims of a LICENSED PATENT as to which no royalty is due under paragraph (b) above because no LICENSED PATENT has issued in the country in which the process was carried out.

7. LICENSEE shall keep complete, accurate and up-to-date records underlying the calculation and verification of royalties to be paid, and shall make such records available for inspection during normal business hours by a representative of CRPF so that such representative may inspect such records and verify the accuracy of royalties paid and reported hereunder. Inspection may be made as a matter of right once during each calendar year. Should any such inspection reveal a deficiency of more than five percent (5%) in royalties reported to CRPF hereunder, the cost of that inspection shall be borne by LICENSEE.

ARTICLE IV

TERM AND TERMINATION

- 1. This Agreement shall remain in full force and effect until the expiration of all

LICENSED PATENTS, unless sooner terminated as provided herein.

2. This Agreement may be terminated by CRPF, upon thirty (30) days' written notice, at any time during the term hereof, if LICENSEE fails to comply with any of the material terms of this Agreement, including specifically the terms relating to accounting and payment of royalties under Article III hereof, and fails to correct such failure within thirty (30) days of having received written notice from CRPF.

3. This Agreement may be terminated by LICENSEE upon thirty (30) days' written notice at any time and such termination by LICENSEE will take effect after the expiration of said thirty (30) days' written notice.

4. The expiration or termination of this Agreement by either party shall in no way affect the obligation of LICENSEE to pay any sums of money due in accordance with the terms and conditions herein set forth, up to and including the date of such expiration or termination, and shall be without prejudice to any right or rights of action or any remedies of CRPF for the recovery of any monies due or claimed to be due hereunder.

5. All royalties and monies past due from LICENSEE in breach of this Agreement shall be paid to CRPF bearing interest at an annual rate of 15% or the then-current maximum legal rate of interest allowable in the State of Illinois, whichever is lesser, until such royalties or monies past due are paid in full.

ARTICLE V

MISCELLANEOUS PROVISIONS

1. Entire Agreement and Modification

This Agreement constitutes the entire agreement and understanding between the

parties and supersedes all prior agreements and understandings, whether written or oral.

2. No Agency Relationship

This Agreement does not create any partnership, joint venture or agency relationship between the parties. LICENSEE shall have no right to enforce the LICENSED PATENT, share in the proceeds of any enforcement efforts, settle any infringement claims or grant sublicenses other than those necessarily implied by law as a result of the sale of products made under the license granted by this Agreement.

3. Rights Not Assignable

LICENSEE may not assign its rights or obligations under this Agreement without the written consent of CRPF.

4. Modifications

Modifications of this Agreement may, from time to time, be made by mutual consent of the parties, but in any event, no modification or claimed waiver of any provisions hereof shall be valid unless in writing and signed by an authorized representative of the party against whom such modification or waiver is sought to be enforced.

5. Invalid Clauses

It is understood and agreed by CRPF and LICENSEE that if any of the terms or provision of this Agreement shall contravene or be invalid under the laws of the United States, or any state, or any country wherein acts are to be performed pursuant to this Agreement, such contravention or invalidity shall not invalidate the whole Agreement, but it shall be construed as if not containing the particular terms or provision held to be invalid, and the rights and obligations of CRPF and LICENSEE shall be construed and enforced accordingly.

6. Enforcement

The failure of CRPF to insist in one or more instances upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment for the future of any of the terms, provision, covenants and conditions herein contained, but the same shall continue and remain in full force and effect.

7. Notices

Notices under this Agreement shall either be delivered by hand, or sent by telegram, or registered mail to CRPF at the following address: ConAgra Refrigerated Prepared Foods, 2001 Butterfield Road, Downers Grove, IL 60515-1049; and to LICENSEE at _____, and shall be deemed to have been given on the date when received by CRPF or by LICENSEE.

8. Applicable Law

This Agreement shall be interpreted in accordance with the laws of the State of Illinois, except for matters relating to choice of law and except that as to matters relating to patent law the law of the country that issued the patent in question shall be applied.

9. Choice of Forum

Any lawsuit relating to this Agreement shall be brought in a court located in the State of Illinois.

10. Force Majeure

Neither of the parties hereto shall be liable in damages or have the right to cancel this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars or insurrections.

11. Paragraph Headings

The foregoing paragraph headings are included solely for convenience and shall not be deemed part of this Agreement and shall not be used for the interpretation thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SWIFT-ECKRICH, INC. d/b/a

CONAGRA REFRIGERATED PREPARED FOODS

By: _____

Title: _____

LICENSEE: _____

By: _____

Title: _____

22949.1